

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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BALKANS AIR CORPORATION,

Plaintiff,

- against -

SWIFT AIR, LCC, KMW LEASING, LLC, and BLUE
STAR AVIATION, LLC,

Defendants.
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: Case No. 10 Civ. 5492 (SAS)
:
: **ANSWER OF KMW**
: **LEASING, LLC**

Defendant KMW Leasing, LLC ("KMW"), by and through undersigned counsel, for its Answer to Plaintiff's Amended Complaint and Demand for Jury Trial (the "Amended Complaint"), asserts as follows:

1. KMW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 1 of the Amended Complaint.
2. KMW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 2 of the Amended Complaint.
3. KMW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 3 of the Amended Complaint.
4. KMW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 4 of the Amended Complaint.
5. KMW admits the allegations in paragraph 5 of the Amended Complaint.
6. KMW admits the allegations in paragraph 6 of the Amended Complaint.
7. KMW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 7 of the Amended Complaint.

8. KMW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 8 of the Amended Complaint.

9. KMW admits the allegations in paragraph 9 of the Amended Complaint.

10. In response to paragraph 10 of the Amended Complaint, KMW admits that it entered into an agreement with Defendant Blue Star Aviation LLC ("Blue Star"), refers to that agreement for its contents, and otherwise denies the allegations.

11. In response to paragraph 11 of the Amended Complaint, KMW admits that it entered into an agreement with Defendant Swift Air, LLC ("Swift Air"), refers to that agreement for its contents, and otherwise denies the allegations.

12. In response to paragraph 12 of the Amended Complaint, KMW admits that it entered into an agreement with Swift Air, refers to that agreement for its contents, and otherwise denies the allegations.

13. KMW denies the allegations in paragraph 13 of the Amended Complaint.

14. KMW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 14 of the Amended Complaint.

15. KMW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 15 of the Amended Complaint.

16. In response to paragraph 16 of the Amended Complaint, KMW admits that Swift Air entered into an agreement with Plaintiff, and refers to that agreement for its contents.

17. KMW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 17 of the Amended Complaint.

18. KMW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 18 of the Amended Complaint.

19. KMW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 19 of the Amended Complaint.

20. KMW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 20 of the Amended Complaint.

21. KMW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 21 of the Amended Complaint, and refers to the documents referenced therein for their contents.

22. KMW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 22 of the Amended Complaint.

23. KMW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 23 of the Amended Complaint.

24. KMW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 24 of the Amended Complaint.

25. KMW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 25 of the Amended Complaint.

26. KMW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 26 of the Amended Complaint, and refers to the documents referenced therein for their contents.

27. KMW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 27 of the Amended Complaint.

28. KMW denies the allegations in paragraph 28 of the Amended Complaint.

29. KMW denies the allegations in paragraph 29 of the Amended Complaint.

30. KMW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 30 of the Amended Complaint.

31. KMW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 31 of the Amended Complaint.

32. KMW denies there were any such promises by or agreements with KMW, and otherwise lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 32 of the Amended Complaint.

33. KMW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 33 of the Amended Complaint.

34. KMW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 34 of the Amended Complaint.

35. KMW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 35 of the Amended Complaint.

AS A FIRST CLAIM FOR RELIEF AGAINST SWIFT AIR

36. KMW respectfully declines to respond to the allegation in paragraph 36 of the Amended Complaint because it is not alleged against KMW.

37. KMW respectfully declines to respond to the allegation in paragraph 37 of the Amended Complaint because it is not alleged against KMW.

38. KMW respectfully declines to respond to the allegation in paragraph 38 of the Amended Complaint because it is not alleged against KMW.

39. KMW respectfully declines to respond to the allegation in paragraph 39 of the Amended Complaint because it is not alleged against KMW.

AS A SECOND CLAIM FOR RELIEF AGAINST SWIFT AIR

40. KMW respectfully declines to respond to the allegation in paragraph 40 of the Amended Complaint because it is not alleged against KMW.

41. KMW respectfully declines to respond to the allegation in paragraph 41 of the Amended Complaint because it is not alleged against KMW.

42. KMW respectfully declines to respond to the allegation in paragraph 42 of the Amended Complaint because it is not alleged against KMW.

43. KMW respectfully declines to respond to the allegation in paragraph 43 of the Amended Complaint because it is not alleged against KMW.

AS A THIRD CLAIM FOR RELIEF AGAINST SWIFT AIR

44. KMW respectfully declines to respond to the allegation in paragraph 44 of the Amended Complaint because it is not alleged against KMW.

45. KMW respectfully declines to respond to the allegation in paragraph 45 of the Amended Complaint because it is not alleged against KMW.

46. KMW respectfully declines to respond to the allegation in paragraph 46 of the Amended Complaint because it is not alleged against KMW.

47. KMW respectfully declines to respond to the allegation in paragraph 46 of the Amended Complaint because it is not alleged against KMW.

AS A FOURTH CLAIM FOR RELIEF AGAINST KMW

48. KMW repeats and realleges its answers to paragraphs 1 through 35 of the Amended Complaint.

49. KMW denies the allegations in paragraph 49 of the Amended Complaint.

50. KMW denies the allegations in paragraph 50 of the Amended Complaint.

51. In response to paragraph 51 of the Amended Complaint, KMW admits that Swift Air entered into an agreement with Plaintiff, and refers to that agreement for its contents.

52. KMW denies the allegations in paragraph 52 of the Amended Complaint.

53. KMW denies the allegations in paragraph 53 of the Amended Complaint.

54. KMW denies the allegations in paragraph 54 of the Amended Complaint.

AS A FIFTH CLAIM FOR RELIEF AGAINST KMW

55. KMW repeats and realleges its answers to paragraphs 1 through 35 of the Amended Complaint.

56. KMW denies the allegations in paragraph 56 of the Amended Complaint.

57. KMW denies the allegations in paragraph 57 of the Amended Complaint.

58. KMW denies the allegations in paragraph 58 of the Amended Complaint.

AS A SIXTH CLAIM FOR RELIEF AGAINST KMW

59. KMW repeats and realleges its answers to paragraphs 1 through 35 and 56 of the Amended Complaint.

60. KMW denies the allegations in paragraph 60 of the Amended Complaint.

61. KMW denies the allegations in paragraph 61 of the Amended Complaint.

62. KMW denies the allegations in paragraph 62 of the Amended Complaint.

AS A SEVENTH CLAIM FOR RELIEF AGAINST BLUE STAR

63. KMW respectfully declines to respond to this allegation because it is not alleged against KMW.

64. KMW respectfully declines to respond to this allegation because it is not alleged against KMW.

65. KMW respectfully declines to respond to this allegation because it is not alleged against KMW.

66. KMW respectfully declines to respond to this allegation because it is not alleged against KMW.

AS AN EIGHTH CLAIM FOR RELIEF AGAINST BLUE STAR

67. KMW respectfully declines to respond to this allegation because it is not alleged against KMW.

68. KMW respectfully declines to respond to this allegation because it is not alleged against KMW.

69. KMW respectfully declines to respond to this allegation because it is not alleged against KMW.

70. KMW respectfully declines to respond to this allegation because it is not alleged against KMW.

FIRST AFFIRMATIVE DEFENSE

71. This Court lacks personal jurisdiction over KMW.

SECOND AFFIRMATIVE DEFENSE

72. If and to the extent that Plaintiff suffered any damages, Plaintiff's claims are barred in whole or in part by virtue of Plaintiff's failure to mitigate its damages.

THIRD AFFIRMATIVE DEFENSE

73. Any claims based on promises allegedly made by or on behalf of KMW are barred by the statute of frauds.

FOURTH AFFIRMATIVE DEFENSE

74. Any claims based on promises allegedly made by or on behalf of KMW fail for lack of consideration.

WHEREFORE, KMW demands judgment against Plaintiff dismissing the Amended Complaint, with prejudice, and for such other and further relief as is just and proper.

Dated: New York, New York
May 6, 2011

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